

RECORDATION NO. 18444-C FILED 1425

APR 14 1994 -10 05 AM

INTERSTATE COMMERCE COMMISSION

Chicago and North Western
Transportation Company

RECORDATION NO. 18444-B FILED 1425

APR 14 1994 -10 05 AM

INTERSTATE COMMERCE COMMISSION

April 13, 1993



One North Western Center
Chicago, Illinois 60606

Office of the Secretary
312 559 6156

File: A-13778-A
EOC: O-098

0100183009

Mr. Sidney Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, DC 20434

RECEIVED
OFFICE OF THE
SECRETARY
APR 14 10 02 AM '94
LICENSING BRANCH

Re: Lease of Railroad Equipment (CNW 1993-C) dated as of October 14, 1993, between Chicago and North Western Transportation Company, the Lessee, and Shawmut Bank Connecticut, National Association, not in its individual capacity except as otherwise expressly provided, but solely as Owner Trustee under a Trust Agreement, the Lessor, Recorded October 21, 1993 and assigned ICC Recordation No. 18444

and

Trustee Indenture and Security Agreement (CNW 1993-C) dated as of October 14, 1993, between Shawmut Bank Connecticut, National Association, as Owner Trustee and Harris Trust and Savings Bank, as Indenture Trustee, Recorded October 21, 1993 and assigned ICC Recordation No. 18444-A

Dear Mr. Stickland:

Pursuant to Section 11303 of the Interstate Commerce Act, enclosed for recordation in relation to the above-referenced agreements are four (4) original counterparts dated as of April 15, 1994 of Lease Supplement (CNW 1993-C) No. 1 between Shawmut Bank Connecticut, National Association, as Lessor, and Chicago and North Western Transportation Company, as Lessee, covering 150 Cement Covered Hoppers.

Counterparts Strickland

Mr. Sidney Strickland, Jr.
April 13, 1994
Page 2

Also enclosed for recordation in connection with the above agreements are four (4) original counterparts dated as of April 15, 1994 of Indenture Supplement (CNW 1993-C) No. 1, between Shawmut Bank Connecticut, National Association, as Owner Trustee, and Harris Trust and Savings Bank, as Indenture Trustee, covering 150 Cement Covered Hoppers.

The name and addresses of the parties to the above agreements are as follows:

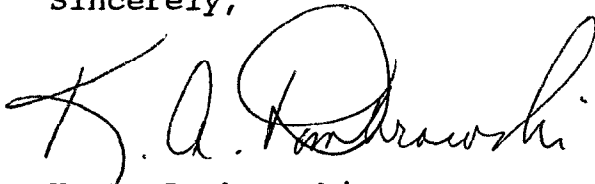
Chicago and North Western Transportation Company
165 North Canal Street
Chicago, IL 60606

Shawmut Bank Connecticut, National Association
777 Main Street
Hartford, CT 06115

Harris Trust and Savings Bank
311 West Monroe
Chicago, IL 60606

Enclosed is a check to cover the recording fee. Please assign a sub-file recordation number to Lease Supplement No. 1 and to Indenture Supplement No. 1, retain one counterpart for your files and return to me the remaining counterparts with the stamped recordation data.

Sincerely,



K. A. Dombrowski
Assistant Secretary

Enclosures

Interstate Commerce Commission

Washington, D.C. 20423

April 14, 1994

OFFICE OF THE SECRETARY

**K. A. Dombrowski, Assistant Secretary
Chicago & North Western Transp. Co.
One NorthWestern Center
Chicago, Illinois 60606**

Dear K. A. Dombrowski:

**The enclosed document(s) was recorded pursuant to the provisions
of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303,
on April 14, 1994 at 10:05AM, and assigned
recordation number(s). 18444-C and 18444-B**

Sincerely yours,

**Secretary
SIDNEY L. STRICKLAND, JR.**

Enclosure(s)

APR 14 1994 -10 05 AM

LEASE SUPPLEMENT (CNW 1993-C) NO. 1 INTERSTATE COMMERCE COMMISSION

Dated as of April 15, 1994

between

SHAWMUT BANK CONNECTICUT,
NATIONAL ASSOCIATION,
Lessor

and

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY,
Lessee

CERTAIN OF THE RIGHT, TITLE AND INTEREST OF LESSOR IN AND TO THIS LEASE SUPPLEMENT, THE EQUIPMENT COVERED HEREBY AND THE RENT DUE AND TO BECOME DUE UNDER THE LEASE HAVE BEEN ASSIGNED AS COLLATERAL SECURITY TO, AND ARE SUBJECT TO A SECURITY INTEREST IN FAVOR OF, HARRIS TRUST AND SAVINGS BANK, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS INDENTURE TRUSTEE UNDER A TRUST INDENTURE AND SECURITY AGREEMENT (CNW 1993-C), DATED AS OF OCTOBER 14, 1993, BETWEEN SAID INDENTURE TRUSTEE, AS SECURED PARTY, AND THE LESSOR, AS DEBTOR. INFORMATION CONCERNING SUCH SECURITY INTEREST MAY BE OBTAINED FROM THE INDENTURE TRUSTEE AT ITS ADDRESS SET FORTH IN SECTION 27 OF THE LEASE. THIS LEASE SUPPLEMENT HAS BEEN EXECUTED IN SEVERAL COUNTERPARTS, ONLY THAT COUNTERPART TO BE DEEMED THE ORIGINAL COUNTERPART FOR CHATTEL PAPER PURPOSES CONTAINS THE RECEIPT THEREFOR EXECUTED BY HARRIS TRUST AND SAVINGS BANK, AS INDENTURE TRUSTEE, ON THE SIGNATURE PAGES THEREOF. SEE SECTION 33 OF THE LEASE FOR INFORMATION CONCERNING THE RIGHTS OF THE ORIGINAL HOLDER AND THE HOLDERS OF THE VARIOUS COUNTERPARTS HEREOF.

[Filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on _____, 1994, at ____:____.M. Recordation Number _____, and deposited in the office of the Registrar General of Canada pursuant to Section 90 of the Railway Act of Canada on _____, 1994 at ____:____.M.]

LEASE SUPPLEMENT (CNW 1993-C) NO. 1

LEASE SUPPLEMENT (CNW 1993-C) No. 1 dated as of April 15, 1994 (this "Lease Supplement") between SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION, not in its individual capacity but solely as Owner Trustee ("Lessor") under the Trust Agreement, and CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation ("Lessee");

W I T N E S S E T H :

WHEREAS, Lessor and Lessee have heretofore entered into that certain Lease of Railroad Equipment (CNW 1993-C) dated as of October 14, 1993 (the "Lease"). Unless otherwise defined herein, capitalized terms used herein shall have the meanings specified in Appendix A to the Lease;

WHEREAS, the Lease provides for the execution and delivery of a Lease Supplement substantially in the form hereof for the purpose of confirming the purchase by the Lessor and lease by Lessor to the Lessee of the Units thereunder as and when purchased by Lessor in accordance with and subject to the terms of the Lease;

NOW, THEREFORE, in consideration of the premises and other good and sufficient consideration, Lessor and Lessee hereby agree as follows:

1. Lessee hereby acknowledges and confirms that it has inspected and approved the Units set forth on Schedule 1 hereto at the time and on the dates set forth in the applicable Certificate of Acceptance and such Units comply in all material respects with the specifications for such Units and are in good working order.

2. Lessor hereby confirms delivery and lease to Lessee, and Lessee hereby confirms acceptance and lease from Lessor, under the Lease as hereby supplemented, the Units listed on Schedule 1 hereto.

3. Lessee hereby represents and warrants that no Event of Loss has occurred with respect to the Units set forth on Schedule 1 hereto as of the date hereof.

4. The Funding Date of the Units described above is the date of this Lease Supplement set forth in the opening paragraph hereof.

5. The aggregate Equipment Cost of the Units leased hereunder is \$6,226,500.00 and the amounts comprising such Equipment Cost are set forth on Schedule 1 hereto. The Rental Factors, Stipulated Loss Values, Termination Values and EBO Amount applicable in respect of the Units are set forth, respectively, on Schedules 3, 4, 5 and 6 to the Participation Agreement.

6. Lessee hereby confirms its agreement, in accordance with the Lease as supplemented by this Lease Supplement, to pay Rent to Lessor for each Unit leased hereunder as provided for in the Lease.

7. The execution and delivery of this Lease Supplement will in no way relieve or decrease the responsibility of any manufacturer for the warranties it has made with respect to any Unit.

8. Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Lease Supplement may refer to the "Lease of Railroad Equipment, dated as of October 14, 1993", the "Lease Agreement, dated as of October 14, 1993" or the "Lease, dated as of October 14, 1993," or may identify the Lease in any other respect without making specific reference to this Lease Supplement, but nevertheless all such references shall be deemed to include this Lease Supplement, unless the context shall otherwise require.

9. This Lease Supplement shall be construed in connection with and as part of the Lease, and all terms, conditions and covenants contained in the Lease shall be and remain in full force and effect.

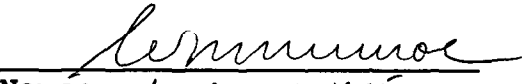
10. This Lease Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.

11. This Lease Supplement is being delivered in the State of New York and shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease Supplement to be duly executed and delivered on the day and year first above written.


LESSOR:

SHAWMUT BANK CONNECTICUT,
NATIONAL ASSOCIATION,
not in its individual capacity, but
solely as Owner Trustee

By: 
Name: W R MUNROE
Title: AVP


LESSEE:

CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY

By: 
Name: J. E. VOLDSETH
Title: VICE-PRESIDENT FINANCE

Receipt of the original
counterpart of the foregoing
Lease Supplement No. 1
is hereby acknowledged this
12th day of April, 1994.

HARRIS TRUST AND SAVINGS BANK,
as Indenture Trustee

By: 
Name: J. BARTOLINI
Title: VICE PRESIDENT

STATE OF CONNECTICUT)
) SS.:
COUNTY OF HARTFORD)

On this 11th day of April, 1994, before me personally appeared W R. MUNNWE, to me personally known, who, by me being duly sworn, says that he is an AVP of Shawmut Bank Connecticut, National Association, and that the foregoing instrument was signed on behalf of said bank by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

Donna M Mortimer

Notary Public

My commission expires

DONNA M. MORTIMER
NOTARY PUBLIC
My Commission Expires 11/30/98

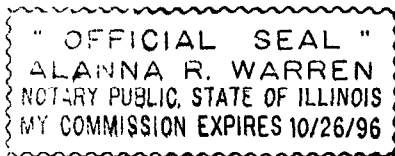
STATE OF Illinois)
) SS.:
COUNTY OF Cook)

On this 12th day of April, 1994, before me personally appeared John E. Voldseth, to me personally known, who, by me being duly sworn, says that he is a Vice President-Finance of Chicago and North Western Transportation Company, and that the foregoing instrument was signed on behalf of said corporation by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Alanna R. Warren

Notary Public

My commission expires 10/26/96



SCHEDULE 1

APRIL 15, 1994

UNITS OF EQUIPMENT

CNW NUMBER	ACCEPTANCE DATE	UNIT EQUIPMENT COST
-----	-----	-----
CNW 437000	MARCH 17, 1994	\$41,510
CNW 437001	MARCH 14, 1994	\$41,510
CNW 437002	MARCH 14, 1994	\$41,510
CNW 437003	MARCH 14, 1994	\$41,510
CNW 437004	MARCH 14, 1994	\$41,510
CNW 437005	MARCH 14, 1994	\$41,510
CNW 437006	MARCH 14, 1994	\$41,510
CNW 437007	MARCH 15, 1994	\$41,510
CNW 437008	MARCH 14, 1994	\$41,510
CNW 437009	MARCH 15, 1994	\$41,510
CNW 437010	MARCH 15, 1994	\$41,510
CNW 437011	MARCH 15, 1994	\$41,510
CNW 437012	MARCH 15, 1994	\$41,510
CNW 437013	MARCH 15, 1994	\$41,510
CNW 437014	MARCH 16, 1994	\$41,510
CNW 437015	MARCH 22, 1994	\$41,510
CNW 437016	MARCH 16, 1994	\$41,510
CNW 437017	MARCH 16, 1994	\$41,510
CNW 437018	MARCH 15, 1994	\$41,510
CNW 437019	MARCH 15, 1994	\$41,510
CNW 437020	MARCH 16, 1994	\$41,510
CNW 437021	MARCH 21, 1994	\$41,510
CNW 437022	MARCH 17, 1994	\$41,510
CNW 437023	MARCH 16, 1994	\$41,510
CNW 437024	MARCH 16, 1994	\$41,510
CNW 437025	MARCH 16, 1994	\$41,510
CNW 437026	MARCH 17, 1994	\$41,510
CNW 437027	MARCH 18, 1994	\$41,510
CNW 437028	MARCH 17, 1994	\$41,510
CNW 437029	MARCH 17, 1994	\$41,510
CNW 437030	MARCH 17, 1994	\$41,510
CNW 437031	MARCH 21, 1994	\$41,510
CNW 437032	MARCH 21, 1994	\$41,510
CNW 437033	MARCH 18, 1994	\$41,510
CNW 437034	MARCH 18, 1994	\$41,510
CNW 437035	MARCH 18, 1994	\$41,510
CNW 437036	MARCH 18, 1994	\$41,510
CNW 437037	MARCH 21, 1994	\$41,510
CNW 437038	MARCH 21, 1994	\$41,510
CNW 437039	MARCH 21, 1994	\$41,510
CNW 437040	MARCH 21, 1994	\$41,510
CNW 437041	MARCH 22, 1994	\$41,510
CNW 437042	MARCH 21, 1994	\$41,510
CNW 437043	MARCH 22, 1994	\$41,510
CNW 437044	MARCH 22, 1994	\$41,510
CNW 437045	MARCH 22, 1994	\$41,510

SCHEDULE 1

APRIL 15, 1994

UNITS OF EQUIPMENT

CNW NUMBER	ACCEPTANCE DATE	UNIT EQUIPMENT COST
-----	-----	-----
CNW 437046	MARCH 22, 1994	\$41,510
CNW 437047	MARCH 23, 1994	\$41,510
CNW 437048	MARCH 23, 1994	\$41,510
CNW 437049	MARCH 23, 1994	\$41,510
CNW 437050	MARCH 23, 1994	\$41,510
CNW 437051	MARCH 22, 1994	\$41,510
CNW 437052	MARCH 23, 1994	\$41,510
CNW 437053	MARCH 25, 1994	\$41,510
CNW 437054	MARCH 23, 1994	\$41,510
CNW 437055	MARCH 24, 1994	\$41,510
CNW 437056	MARCH 24, 1994	\$41,510
CNW 437057	MARCH 23, 1994	\$41,510
CNW 437058	MARCH 24, 1994	\$41,510
CNW 437059	MARCH 24, 1994	\$41,510
CNW 437060	MARCH 24, 1994	\$41,510
CNW 437061	MARCH 24, 1994	\$41,510
CNW 437062	MARCH 25, 1994	\$41,510
CNW 437063	MARCH 24, 1994	\$41,510
CNW 437064	MARCH 25, 1994	\$41,510
CNW 437065	MARCH 24, 1994	\$41,510
CNW 437066	MARCH 25, 1994	\$41,510
CNW 437067	MARCH 25, 1994	\$41,510
CNW 437068	MARCH 25, 1994	\$41,510
CNW 437069	MARCH 28, 1994	\$41,510
CNW 437070	MARCH 29, 1994	\$41,510
CNW 437071	MARCH 25, 1994	\$41,510
CNW 437072	MARCH 25, 1994	\$41,510
CNW 437073	MARCH 28, 1994	\$41,510
CNW 437074	MARCH 28, 1994	\$41,510
CNW 437075	MARCH 28, 1994	\$41,510
CNW 437076	MARCH 28, 1994	\$41,510
CNW 437077	MARCH 29 1994	\$41,510
CNW 437078	MARCH 28, 1994	\$41,510
CNW 437079	MARCH 28, 1994	\$41,510
CNW 437080	MARCH 28, 1994	\$41,510
CNW 437081	MARCH 30, 1994	\$41,510
CNW 437082	MARCH 31, 1994	\$41,510
CNW 437083	MARCH 29 1994	\$41,510
CNW 437084	MARCH 29 1994	\$41,510
CNW 437085	MARCH 29 1994	\$41,510
CNW 437086	MARCH 29 1994	\$41,510
CNW 437087	MARCH 31, 1994	\$41,510
CNW 437088	MARCH 29 1994	\$41,510
CNW 437089	MARCH 29 1994	\$41,510
CNW 437090	MARCH 30, 1994	\$41,510
CNW 437091	MARCH 30, 1994	\$41,510

SCHEDULE 1

APRIL 15, 1994

UNITS OF EQUIPMENT

CNW NUMBER	ACCEPTANCE DATE	UNIT EQUIPMENT COST
-----	-----	-----
CNW 437092	MARCH 31, 1994	\$41,510
CNW 437093	MARCH 30, 1994	\$41,510
CNW 437094	MARCH 30, 1994	\$41,510
CNW 437095	MARCH 30, 1994	\$41,510
CNW 437096	MARCH 31, 1994	\$41,510
CNW 437097	MARCH 30, 1994	\$41,510
CNW 437098	APRIL 1, 1994	\$41,510
CNW 437099	MARCH 30, 1994	\$41,510
CNW 437100	MARCH 31, 1994	\$41,510
CNW 437101	MARCH 31, 1994	\$41,510
CNW 437102	APRIL 1, 1994	\$41,510
CNW 437103	MARCH 31, 1994	\$41,510
CNW 437104	APRIL 5, 1994	\$41,510
CNW 437105	APRIL 1, 1994	\$41,510
CNW 437106	MARCH 31, 1994	\$41,510
CNW 437107	APRIL 4, 1994	\$41,510
CNW 437108	APRIL 1, 1994	\$41,510
CNW 437109	APRIL 1, 1994	\$41,510
CNW 437110	APRIL 1, 1994	\$41,510
CNW 437111	APRIL 1, 1994	\$41,510
CNW 437112	APRIL 1, 1994	\$41,510
CNW 437113	APRIL 5, 1994	\$41,510
CNW 437114	APRIL 4, 1994	\$41,510
CNW 437115	APRIL 4, 1994	\$41,510
CNW 437116	APRIL 5, 1994	\$41,510
CNW 437117	APRIL 4, 1994	\$41,510
CNW 437118	APRIL 4, 1994	\$41,510
CNW 437119	APRIL 8, 1994	\$41,510
CNW 437120	APRIL 4, 1994	\$41,510
CNW 437121	APRIL 5, 1994	\$41,510
CNW 437122	APRIL 4, 1994	\$41,510
CNW 437123	APRIL 4, 1994	\$41,510
CNW 437124	APRIL 5, 1994	\$41,510
CNW 437125	APRIL 6, 1994	\$41,510
CNW 437126	APRIL 7, 1994	\$41,510
CNW 437127	APRIL 5, 1994	\$41,510
CNW 437128	APRIL 5, 1994	\$41,510
CNW 437129	APRIL 5, 1994	\$41,510
CNW 437130	APRIL 6, 1994	\$41,510
CNW 437132	APRIL 6, 1994	\$41,510
CNW 437133	APRIL 6, 1994	\$41,510
CNW 437134	APRIL 6, 1994	\$41,510
CNW 437135	APRIL 6, 1994	\$41,510
CNW 437136	APRIL 6, 1994	\$41,510
CNW 437137	APRIL 7, 1994	\$41,510
CNW 437138	APRIL 6, 1994	\$41,510

SCHEDULE 1

APRIL 15, 1994

UNITS OF EQUIPMENT

CNW NUMBER	ACCEPTANCE DATE	UNIT EQUIPMENT COST
CNW 437139	APRIL 8, 1994	\$41,510
CNW 437140	APRIL 7, 1994	\$41,510
CNW 437141	APRIL 7, 1994	\$41,510
CNW 437142	APRIL 7, 1994	\$41,510
CNW 437143	APRIL 7, 1994	\$41,510
CNW 437144	APRIL 7, 1994	\$41,510
CNW 437145	APRIL 7, 1994	\$41,510
CNW 437146	APRIL 8, 1994	\$41,510
CNW 437147	APRIL 8, 1994	\$41,510
CNW 437149	APRIL 8, 1994	\$41,510
CNW 437150	APRIL 8, 1994	\$41,510
CNW 437151	APRIL 8, 1994	\$41,510

TOTAL UNITS OF EQUIPMENT 150

TOTAL EQUIPMENT COST \$6,226,500